

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE STATE OF UTAH

AGREEMENT NO. _____

PARTIES

THIS AGREEMENT, entered into this 12th day of December, 1979, pursuant to Arizona Revised Statutes Section 11-951 thru 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the Arizona Department of Transportation, hereinafter called ADOT and the STATE OF UTAH, acting by and through the Utah Department of Transportation, hereinafter called UDOT.

STATUTORY AUTHORIZATION

WHEREAS, A.R.S. 28-1803 charges ADOT with the responsibility for the maintenance and upkeep of State highways and state routes, and

WHEREAS, UDOT's District V Director is authorized by the Utah Code Annotated 1953 as amended 1975 Sections 27-12-1 and 27-12-14 and the Utah Manual of Organization, Position Guide to enter into this Agreement, and

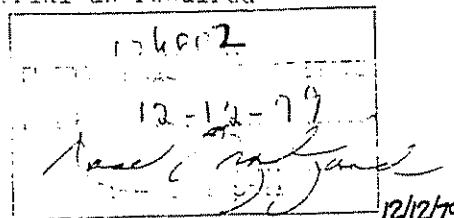
PURPOSE

WHEREAS, it is to the mutual benefit of ADOT and UDOT to enter into an agreement covering the stockpiling of abrasives and providing emergency assistance for that part of Interstate 15 in Arizona from Milepost 8.61 to Milepost 20.4.

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

METHOD

1) UDOT at its Bloomington Maintenance Facility will make available to ADOT sufficient quantities of abrasive material as required



12/12/79

Utah, Snow removal asst.

by ADOT and will provide a loader at the facility for ADOT's use in loading the material during storm conditions. Measurement of materials used by ADOT will be by the truck load volume with appropriate mathematical conversion to weight if required. Loader time will be measured by the number of trucks loaded multiplied by an average time of loading for each specific size of truck utilized.

2) UDOT will furnish abrasives to ADOT at the Bloomington Maintenance facility at a cost to be determined using current Utah labor, equipment and material stockpile rates.

3) During periods of emergency conditions UDOT, upon request by the ADOT District Office, will furnish men and equipment to assist in operations on I-15. This assistance to be conditioned by roadway activities within the State of Utah. Billing for such emergency assistance will be made by UDOT District V to ADOT using current labor and equipment rates of UDOT.

MANNER OF FINANCING

4) The costs for items 1, 2 and 3 will be billed to ADOT annually for usage by May 15th and shall be paid for from funds allocated to the District 5 Maintenance Fund.

HOLD HARMLESS

5) ADOT hereby agrees to save harmless UDOT, or any of its Agencies, Officers or Employees from all costs and damage incurred by any of the above and from any other damage to any person or property whatsoever caused by ADOT operations upon Utah highways or in the Bloomington Maintenance facility or while using equipment of UDOT. UDOT hereby agrees to save harmless ADOT, or any of its Agencies, Officers or Employees from all costs and damage incurred by any of the above and from any other damage to any person or property whatsoever caused by UDOT operations upon highways in the State of Arizona.

DURATION

6) This Agreement shall be for a period of five (5) years and may be extended at that time. This agreement may be earlier terminated by either party upon thirty (30) days written notice of

that intent. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor of Arizona pursuant to Arizona Revised Statutes Section 30-511.

FILING WITH SECRETARY OF STATE

7) This contractual agreement shall be filed with the Arizona Secretary of State and shall become effective upon filing.

AUTHORIZING RESOLUTION AND ATTORNEY GENERAL'S APPROVAL

3) Attached hereto is an authenticated copy of the resolution of the Director of ADOT, authorizing ADOT to enter into this agreement, and a copy of the written determination of the Attorney General that this agreement is in proper form and within the powers and authority granted to the STATE OF ARIZONA under the laws of this State.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first written above.

STATE OF UTAH, Acting by and
through its Department of
Transportation

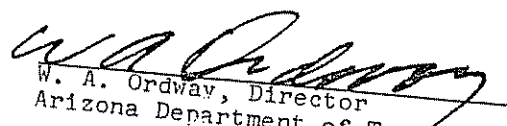
By: Alex E. Mammey
District V Director

STATE OF ARIZONA, Acting by
and through its Department of
Transportation

By: J. B. Montz
Chief Deputy State Engineer

BE IT RESOLVED on this the 11th day of July, 1979, that I, W. A. Ordway, Director of the Arizona Department of Transportation have determined that it is in the best interests of the State of Arizona that the Highways Division of the Arizona Department of Transportation enter into an inter-governmental agreement with the State of Utah for stockpiling abrasive materials and providing emergency assistance during snow storms for Interstate Highway 15.

Therefore, authorization is hereby given to draft an inter-governmental agreement for said purposes, which, upon completion shall be submitted for approval and execution on behalf of the Arizona Department of Transportation by the Chief Deputy State Engineer.


W. A. Ordway, Director
Arizona Department of Transportation



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

November 19, 1979

ROBERT K. CORBIN
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ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-604 which is an agreement between public agencies has been reviewed pursuant to R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the signing parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of November, 1979.

ROBERT K. CORBIN
Attorney General

Margaret Fitzhugh
MARGARET FITZHUGH
Assistant Attorney General